

# OCEAN QUAY MARINA LIMITED

Ocean Quay, Belvidere Road, Southampton SO14 5QY Tel: 023 8023 5099

## 2023 BERTHING CONTRACT Non Liveaboard For the period 1<sup>st</sup> April 2023 to 31<sup>st</sup> March 2024

### Owners Information

Name		Email	
Address		Mobile numbers (for gate access)	
Vehicle Registration		ICE	

### Vessel Information

Name		Make	
Length (m) overall (including brightwork)		Draft (m)	Beam (m)

### Insurance Information

Company		Policy No.		Date of cover	
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### Berth & Payment Information

Berth number		Electricity socket	
Date of commencement		Do you wish to be added to the WhatsApp group chats?	
Annual up front payment		Monthly by standing order	

We each confirm we have received and agree to follow the documents listed below:	Initials:
Ocean Quay Marina Terms and Conditions	
Instructions for connection to electrical shore power supply	
Guidelines for water and hose usage	
Keeping children safe at OQ	
Waste and recycling guidelines	
Parking regulations and site plan	

**I have read and I accept the "Terms and Conditions" clauses 1 to 19.  
New customers can only reserve berths by paying a non-refundable deposit of one month's berthing fees.**

**Owners Signature:**

**Date:**

Office use only:

Proof of insurance		Schedule		Contacts	
Gate code		Gmail		Sage	
Fob no.		Deposit taken		Wildix	

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## Terms and Conditions

1. Any person visiting Ocean Quay Marina, occupying a berth, parking or moving Vessels, driving vehicles or using any facilities at Ocean Quay Marina ("Users") do so at their own risk. Neither Ocean Quay Marina Ltd (the "Company") nor the employees or agents shall be liable for any personal injury to the Users, or any loss or damage to any Vessel, vehicle or other property of any User arising from any cause whatsoever, otherwise than where the Company is negligent.

2. No vessel, boat, craft, or other floating structure ("Vessel") may be brought into the marina unless it and its use are adequately insured against third party claims and salvage. The Company will require evidence of such insurance to be produced, and if, in the opinion of the Company, such insurance is inadequate having regard to the type and size of the Vessel and the risks involved, the Company may require the Vessel to be removed from the marina.

3. Users shall take all necessary precautions against the outbreak of fire on any Vessel or vehicle. No Vessel may be brought on to the moorings or into the yard unless it is equipped with adequate and properly maintained fire fighting equipment.

4. Users shall moor Vessels and park vehicles in such positions and in such manner as shall from time to time be directed by the Company. The Company may in cases of emergency, move any Vessel or vehicle, board or enter a Vessel, or break into a vehicle if necessary for such purposes, without being liable for any damage to the Vessel or the vehicle otherwise than caused by the Company's negligence, and the owner of the Vessel ("Owner") shall not be liable for any damage to third parties' Vessels, vehicles or other property thereby occasioned.

5. The Vessel must be kept in a mobile seaworthy condition, except when under refit. The Vessel must be capable of leaving the marina. The Vessel must not be used or occupied unless at least one competent member of crew remains on board at all times. Such competency will be decided at the sole discretion of the Company. The Owner shall ensure that the Vessel is not navigated in the marina by anyone incapable of properly navigating it or by any person who is under the influence of alcohol or drugs or otherwise intoxicated so as to render navigation unsafe. The Owner shall ensure that all Users wear suitable safety equipment such as a life jacket when appropriate.

6. The Company shall have the right to board, enter (by force if necessary) lift ashore, slip, move, moor or carry out any work on any Vessel, vehicle, gear, equipment, or other property of the Owner where, in the Company's opinion it shall be necessary so to do for the safety of the Vessel, or for reasons of safety, security or emergency and the Owner shall pay the Company's reasonable charges for such work.

7. Dinghies, rafts and tenders must be stowed aboard the parent Vessel when not in use. No ancillary equipment, stores, or other articles may be left on the pontoons or car park except as expressly agreed by separate agreement in the case of dinghies or yacht tenders.

8. Users shall not undertake repairs to or maintenance of any Vessel or vehicle (other than minor running repairs) anywhere on the Company's premises or berths otherwise than with the Company's prior consent.

9. Users shall comply with all local byelaws (including the Southampton Harbour Byelaws 2003) and statutory rules and regulations affecting the marina, the yard and the Port of Southampton (which includes the Itchen River)

10. The Owner shall indemnify and keep the Company indemnified from and against all actions, proceedings, claims, demands, costs, expenses, losses and liabilities occasioned by or arising from any damage or injury suffered by any person whomsoever, or any property whatsoever by or in the course of the

exercise of the right under this agreement so far as they may be caused by any act or default or omission of the Owner or his crew, passengers or otherwise guests.

11. The Owner shall give the Company notification of any change in Ownership or the immediate right to possession of the Vessel and such notice shall include the name and address of the new owner or person having immediate right to possession of the Vessel.

12. The Owner warrants that he is the Owner of the Vessel or has the immediate right to possess the Vessel. The Owner shall not instruct any yacht broker to sell the Vessel without first informing the Company in writing

13. The Owner shall inform the Company whenever he intends to leave his berth unoccupied for a period of more than 48 hours during which time the Company have the right to occupy the berth.

14. Ocean Quay Marina is within a designated Smoke Control Area; in order to comply with the Clean Air Act (1993) only DEFRA approved smokeless fuels may be burned at Ocean Quay Marina.

15. No Commercial or long wheelbase vehicles may park on site overnight. The Company provides parking to Users on a first come first served basis and there is no guarantee of parking on site. The Company operates a fair usage parking scheme and reserves the right to charge Users who park on site for more than two consecutive nights. The Owner shall ensure that any vehicle parked is registered with the DVLA, has valid road tax and a current MOT certificate. The Company reserves the right not to accept, or to remove and dispose of any vehicle if the Company has reasonable grounds to believe the vehicle does not comply with these requirements. The Owner shall indemnify the Company against any reasonable costs incurred in the removal and disposal of the vehicle.

16. Annual berthing fees are only available to Owners should they reserve a berth for a period of 12 months and pay annually in advance or pay monthly in advance by standing order. If, for whatever reason, the contract is terminated prematurely fees will be backdated at the monthly rate to 31st March. Three months notice is required for early termination without exception. Annual berthing contracts must be signed and returned with full payment (or evidence of a standing order mandate for monthly payment) before the contract begins, otherwise fees will be payable at the monthly rate. If any berthing fees are outstanding on April 1<sup>st</sup> the berth holder will not be entitled to renew their berthing agreement for the following year. Failure to pay all monthly installments by standing order will result in berthing fees reverting to the monthly rate.

17. This agreement shall commence on the arrival of the Vessel and shall continue thereafter until terminated as follows :  
(i) by the Company giving the Owner at least one month's written notice of termination  
(ii) by the Company forthwith should the Owner commit a substantial breach of any of the terms of this agreement or damage the reputation of the Company in any way.  
(iii) automatically on the 31st March each year.

18. The Vessel must not be used as a place of principle residence or permanent place of abode or occupied for more than 50 nights per annum unless a Liveboard Contract or a Commercial Contract has been signed.

19. If on the termination of this agreement for whatever cause, the Owner fails to pay all monies due to the Company under this agreement, the Company may without prejudice to its other rights, take and retain possession of the Vessel and of all goods and chattels thereon until the Owner has paid all such monies. The Company may exercise its rights under the Torts (Interference with Goods) Act 1977 including selling your Vessel to recover unpaid berthing fees or other charges.